



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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November 17, 2005

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOTO STREET OVER THE LOS ANGELES RIVER
CITY OF VERNON-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative Agreement with the City of Vernon to retrofit and repair the bridge on Soto Street over the Los Angeles River. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program. The cost of the preliminary engineering for the retrofit work was financed entirely with Federal and State funds. The City is to finance the non-Federally reimbursable portion of the construction cost of the retrofit work. The construction cost of the retrofit work is currently estimated to be \$2,781,000 with Federal reimbursement being \$2,224,000 and the City's share being \$557,000. The Agreement also provides for the City to utilize \$120,000 of its available Aid-to-Cities allocation credit to finance the entire cost of the bridge repair work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and the City of Vernon propose to retrofit and repair the bridge on Soto Street over the Los Angeles River which is entirely within the City. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Sections 1680-1685 of the California Streets and Highways Code provides that the board of supervisors of any county may, by a four-fifths vote of its members, determine that the improvement or alteration of any street within a city is of general county interest and that county aid shall be extended therefore. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By improving the safety of the Soto Street Bridge, residents of the City of Vernon and the nearby unincorporated County area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The construction cost of the retrofit work is currently estimated to be \$2,781,000 with Federal reimbursement being \$2,224,000 and the City's share being \$557,000. The City will utilize its available Aid-to-Cities allocation credit to finance the entire cost of the bridge repair work which is currently estimated to be \$120,000. This project is included in the Fiscal Year 2005-06 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program, and utilize Federal funds for all eligible expenditures with the City to finance the entire non-Federally reimbursable local agency portion of the construction cost of the retrofit work. The City will finance the entire cost of the repair work by utilizing its available Aid-to-Cities allocation credit.

ENVIRONMENTAL DOCUMENTATION

On March 5, 2002, Synopsis 30, your Board found this project categorically exempt from the California Environmental Quality Act pursuant to Class 1, Subsection (x) 11, of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (c), of the State California Environmental Quality Act Guidelines.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Soto Street is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the Agreement which have been approved by the City of Vernon and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

HG:yr

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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

This agreement, made and entered into by and between the CITY OF VERNON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, Soto Street is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to seismically retrofit the bridge on Soto Street over the Los Angeles River, which work is hereinafter referred to as "RETROFIT"; and

WHEREAS, CITY has requested and COUNTY is willing to include the repair of the deteriorated joints on the bridge deck; the repair of cracks and spalls in the concrete beams, columns, arch ribs, umbrella slabs, and abutment walls; and the repair or replacement of the rusted reinforcing bars and ties of the bridge at the aforementioned location, which work is hereinafter referred to as "REPAIR"; and

WHEREAS, RETROFIT and REPAIR together are hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, on February 5, 2003, CITY adopted a resolution consenting to the establishment of the portion of Soto Street over the Los Angeles River within CITY to be part of COUNTY System of Highways to allow COUNTY to construct PROJECT; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, traffic detour, and all other work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer the construction of RETROFIT under the Federal Highway Bridge Replacement and Rehabilitation "HBRR" Program; and

WHEREAS, the preliminary engineering for RETROFIT was entirely financed with Federal and State funds; and

WHEREAS, CONSTRUCTION COST OF RETROFIT includes the costs of construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for RETROFIT, as more fully set forth herein; and

WHEREAS, CONSTRUCTION COST OF RETROFIT is currently estimated to be Two Million Seven Hundred Eighty-one Thousand and 00/100 Dollars (\$2,781,000.00) with Federal reimbursement being Two Million Two Hundred Twenty-four Thousand and 00/100 Dollars (\$2,224,000.00); and

WHEREAS, COST OF REPAIR includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for REPAIR, as more fully set forth herein; and

WHEREAS, CITY is willing to finance COST OF REPAIR, currently estimated to be One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) by utilizing a portion of its available Aid-To-Cities (ATC) allocation credit available in COUNTY'S Road Fund; and

WHEREAS, CITY is willing to finance the entire non-Federally reimbursable local agency share of CONSTRUCTION COST OF RETROFIT, currently estimated to be Five Hundred Fifty-seven Thousand and 00/100 Dollars (\$557,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Sections 1680-1685 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this agreement, shall be defined as the area within the geographical boundary of the governmental entity mentioned in this agreement.
- b. "CONSTRUCTION COST OF RETROFIT," as referred to in this agreement, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct RETROFIT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- c. "CONSTRUCTION COST OF REPAIR," as referred to in this agreement, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct REPAIR in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. "Preliminary engineering," as referred to in this agreement, shall consist of the environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising PROJECT, as necessary, for construction bids.
- e. The cost of "construction contract," as referred to in this agreement, shall consist of the total of all payments to the contractor for RETROFIT or REPAIR, as necessary.
- f. "LOCAL SHARE OF COSTS," as referred to in this agreement, shall consist of CONSTRUCTION COST OF RETROFIT less any reimbursement received under the Federal HBRR Program.

(2) CITY AGREES:

- a. To finance COST OF REPAIR, currently estimated to be One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) by utilizing a portion of CITY'S available ATC allocation credit. CITY'S actual share shall be determined by a final accounting of PROJECT costs.
- b. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a, below.
- c. To deposit with COUNTY, following the execution of this agreement and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS, currently estimated to be Five Hundred Fifty-seven Thousand and 00/100 Dollars (\$557,000.00).
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interferes with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all

prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering for PROJECT.
- b. To perform construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT under the Federal HBRR Program.
- c. To apply for Federal HBRR funding to finance a portion of CONSTRUCTION COST OF RETROFIT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of cost of PROJECT shall include an itemization of unit costs, actual quantities and costs, and include reimbursement received under the Federal HBRR Program.
- b. That CITY'S total actual ATC allocation credit shall be an amount equal to COST OF REPAIR, as set forth in paragraph (2) a., above, based on the final accounting.

- c. That if for some reason CITY'S available balance of ATC allocation credit is insufficient to finance COST OF REPAIR, as set forth in paragraph (4) b., above, CITY shall pay COUNTY other CITY funds, upon demand by COUNTY, so that when combined with CITY'S available ATC allocation credit, the total will equal COST OF REPAIR. Said demand will consist of a billing invoice prepared by COUNTY.
- d. That if LOCAL SHARE OF COSTS, based upon the final accounting, exceeds CITY'S deposit, set forth in paragraph (2) c., CITY shall finance the difference. If the required CITY funds are less than said deposit, COUNTY shall refund the difference to CITY. If CITY disputes the amount to be refunded, CITY may follow the procedure set forth in paragraph (4) g., below.
- e. If CITY'S payments, as set forth in paragraphs (2) c. and (4) d., above, are not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- f. That if CITY'S final payment, as set forth in paragraphs (4) c. and d., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- g. CITY shall review the final accounting invoice for cost of PROJECT prepared by COUNTY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be deducted from CITY'S deposit. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY must submit justification to COUNTY for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification. If not, previously disputed charges shall then be deducted from CITY'S deposit, and any remaining deposit shall be refunded to CITY within sixty (60) calendar days.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor, or any other person in charge of

construction, shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- i. This agreement may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this agreement shall be directed to the following:

CITY: Mr. Kevin Wilson
Director of Community Services
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058-1786

COUNTY: Mr. Donald L. Wolfe
Acting Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this agreement.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this agreement.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, by the CITY OF VERNON on July 20, 2005, and by the COUNTY OF LOS ANGELES on _____, 2005.

COUNTY OF LOS ANGELES

ATTEST:

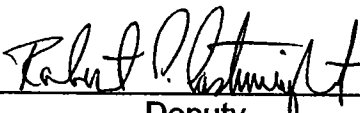
By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

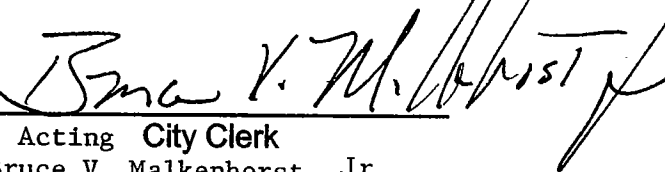
RAYMOND G. FORTNER, JR.
County Counsel

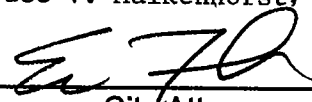
By 
Deputy

CITY OF VERNON

By 
Mayor
Leonis C. Malburg

ATTEST:

By 
Acting City Clerk
Bruce V. Malkenhorst, Jr.

By 
City Attorney
Eric T. Fresch